

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

Present:- Smt.Karthika.K., Munsiff.

Thursday, the 19th day of March, 2026/ 28th Phalgunam, 1947.

O.S.1254/2023

Plaintiff:-

Canara Bank, Kodungallur Branch,
Rep by its Senior Manager, Praveen Pauly.K.

By Adv.Sreyes Cheriyanath & Simi.P.P.

Defendants:-

1. Ajithkrishnan, Aged 27 years, S/o.Radhakrishnan, Mullangath House, Anchangadi, Kara P.O., Kodungallur.
2. Radhakrishnan, Aged 56 years, S/o.Subrahmanyam, Mullangath House, Anchangadi, Kara P.O., Kodungallur.

Exparte

This suit coming on this day for hearing before me, the court on the same day passed the following:

JUDGMENT

Suit for realisation of money.

2. **The plaint averments in brief is as follows:-** The first defendant was in need of Certain financial assistance for his higher education. He along with his father approached the plaintiff bank and requested for an educational loan. The plaintiff bank examined the request of the defendants and sanctioned an educational loan (Loan account No: 0758651018514) for a sum of Rs. 4,00,000/- on 28-07-2015. The first and second defendants together executed an educational loan agreement dated 29-07-2015 in favour of the plaintiff bank. The loan amount was disbursed to the defendants and

the defendants had fully and satisfactorily enjoyed the facility granted by the bank for the first defendant's educational purposes. As per the Sanction memorandum dated 28-07-2015, the defendants have agreed to repay the loan liability within 60 months commencing from one year after completion of course or six months after getting job which is earlier.

3. Thereafter the defendants failed to remit the amount due to the bank as agreed upon and in the result huge arrears of amount payable by the defendant have gone to an alarming extend. Plaintiff bank made repeated request and demands to make the payment. Then the defendants approached the plaintiff bank and have acknowledged the debt on 21-10-2021 and also assured the bank that they will make the payments promptly. Even after that they did not make any proper payments. Since the defendants neither settle the account nor clear of the dues with in the time, the plaintiff bank sent legal notice dated 28-10-2023 to the defendants recalling the entire amount due. But the defendants did not repaid the amount. Hence this suit.

4. Defendants remained absent and they were set ex parte.

5. The present Manager of plaintiff bank was examined as PW1 and filed proof affidavit. Exts. A1 to A8 documents marked. Ext.A1 is the loan application. Ext.A2 is the sanction memorandum. Ext.A3 is the education loan agreement. Ext.A4 is the

acknowledgment of debt and security. Ext.A5 is the copy of lawyer notice. Exts.A6 series are the postal receipts. Ext.A7 is the unclaimed notice with AD card and Ext.A8 is the statement of account. The evidence on record would show that defendant availed loan from the plaintiff bank after executing necessary documents. Since the defendant remained ex parte, there is nothing to discredit the evidence adduced by the plaintiff. Hence plaintiff is succeeded in proving its case with cogent and reliable evidence.

In the result, the suit is decreed as follows:-

a) The defendant shall pay an amount of Rs.4,25,969/- (Four Lakh Twenty Five Thousand Nine Hundred and Sixty Nine) to the plaintiff with an interest @ 12% per annum from the date of suit till the date of decree and thereafter with an interest @ 6% per annum on the decree amount till realization.

b) The defendants shall pay entire costs of the suit to the plaintiff.

(Dictated to the Confdl.Asst., transcribed by her corrected by me and pronounced in open court on this the 19th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIXPlaintiff's Exhibits:

- | | | | | |
|-----------|---|------------|---|-------------------------------------|
| A1 | - | 20.07.2015 | - | Loan Application |
| A2 | - | 28.07.2015 | - | Sanction Memorandum |
| A3 | - | 29.07.2015 | - | Education Loan Agreement |
| A4 | - | 21.10.2021 | - | Acknowledgment of Debt and Security |
| A5 | - | 28.10.2023 | - | Copy of Lawyer Notice |
| A6series- | | 28.10.2023 | - | Postal Receipts |
| A7 | - | | - | Unclaimed Notice with A/D Card |
| A8 | - | 17.11.2023 | - | Statement of Account |

Defendant's Exhibits:

- Nil.

Court Exhibits :

- Nil.

Plaintiff's Witness:

- Nil.

Defendant's Witness:

- Nil.

Copied by: pn

Compared by:

/True Copy/

Id/-
MUNSIFF.